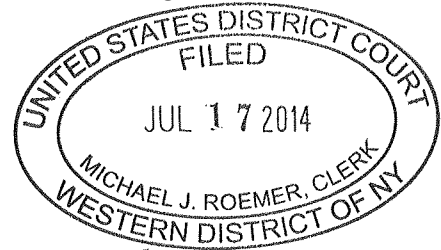


UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK



Scott Harris,

Plaintiff,

v.

United Auto Credit Corporation; and DOES 1-10, inclusive,

Defendants.

Civil Action No.:

**14 CV 581 - C**

**COMPLAINT**

For this Complaint, the Plaintiff, Scott Harris, by undersigned counsel, states as follows:

**JURISDICTION**

1. This action arises out of the Defendants' repeated violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et. seq.* (the "TCPA").
2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.
3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that the Defendants transact business in this District and a substantial portion of the acts giving rise to this action occurred in this District.

**PARTIES**

4. The Plaintiff, Scott Harris ("Plaintiff"), is an adult individual residing in Wellsville, New York, and is a "person" as defined by 47 U.S.C.A. § 153(39).
5. The Defendant, United Auto Credit Corporation ("United Auto"), is a business entity with an address of 1071 Camelback Street, Suite 100, Newport Beach, California 92660, and is a "person" as defined by 47 U.S.C.A. § 153(39).
6. Does 1-10 (the "Agents") are individual agents employed by United Auto and whose identities are currently unknown to the Plaintiff. One or more of the Agents may be

joined as parties once their identities are disclosed through discovery.

7. United Auto at all times acted by and through one or more of the Agents.

**FACTS**

8. In or around October 2013, United Auto began calling Plaintiff's cellular telephone, number 585-XXX-3228, using an automated telephone dialing system ("ATDS") and/or using an artificial or prerecorded voice.

9. When Plaintiff answered calls from United Auto he heard a prerecorded message instructing Plaintiff to wait for the next available representative.

10. In or around October 2013, Plaintiff instructed United Auto to cease calls to his cellular telephone number.

11. However, United Auto continued to call Plaintiff's cellular telephone using ATDS without Plaintiff's consent.

**COUNT I**

**VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT –  
47 U.S.C. § 227, et seq.**

12. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

13. At all times mentioned herein and within the last four years, Defendant called Plaintiff on his cellular telephone using an automatic telephone dialing system ("ATDS" or "Predictive Dialer") and/or by using a prerecorded or artificial voice.

14. Despite Plaintiff directing Defendants to cease all calls to his cellular telephone, Defendant continued to place automatic telephone calls to Plaintiff's cellular telephone knowing that it lacked consent to call his number. As such, each call placed to Plaintiff was made in knowing and/or willful violation of the TCPA, and subject to treble damages pursuant to 47

U.S.C. § 227(b)(3)(C).

15. The calls from Defendants to Plaintiff were not placed for “emergency purposes” as defined by 47 U.S.C. § 227(b)(1)(A)(i).

16. As a result of each of call made in negligent violations of the TCPA, Plaintiff is entitled to an award of \$500.00 pursuant to 47 U.S.C. § 227(b)(3)(B).

17. As a result of each call made in knowing and/or willful violation of the TCPA, Plaintiff is entitled to an award of treble damages in an amount up to \$1,500.00 pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

**PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff respectfully prays that judgment be awarded in the Plaintiff’s favor and against the Defendants as follows:

1. Statutory damages of \$500.00 for each violation determined to be negligent pursuant to 47 U.S.C. § 227(b)(3)(B);
2. Treble damages for each violation determined to be willful and/or knowing pursuant to 47 U.S.C. § 227(b)(3)(C); and
3. Such other and further relief as may be just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: July 8, 2014

Respectfully submitted,

By 

Sergei Lemberg, Esq. (SL 6331)  
LEMBERG LAW L.L.C.  
300 International Drive, Suite 100  
Williamsville, NY 14221  
Telephone: (203) 653-2250